AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of September 1, 2005 (the "Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Verizon and AT&T are referred to herein individually as a "Party" and collectively as the "Parties"). Attachment 1 hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

WHEREAS, Verizon and AT&T are Parties to Interconnection Agreements under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act").

WHEREAS, the Parties wish to amend the Interconnection Agreements to reflect their agreements on certain unbundled loop rates and resale discount rates, as set forth in <u>Attachment 2</u> hereto.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and agreements set forth below, the receipt and sufficiency of which are expressly acknowledged, each of the Parties, on its own behalf and on behalf of its respective successors and assigns, hereby agrees as follows:

1. <u>Amendments to Interconnection Agreements</u>. The Parties agree that the terms and conditions set forth in <u>Attachment 2</u> hereto shall govern the Parties' mutual rights and obligations with respect to the provisions set forth therein. For the avoidance of any doubt, this Amendment shall also amend each new Interconnection Agreement or adoption in any Verizon ILEC service area in which the Parties did not have an Interconnection Agreement prior to September 1, 2005, provided that in such instances the "Effective Date" of this Amendment shall be the date on which such Interconnection Agreement or adoption becomes effective. Further, the Parties agree that, if they establish new or replacement interconnection agreements that take effect prior to May 31, 2008 (including, for avoidance of doubt, interconnection agreements established through adoptions of other agreements under Section 252(i) of the Act) beyond those

or replacing those set forth in <u>Attachment 1</u> hereto, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

- 2. <u>Conflict between this Amendment and the Interconnection Agreements</u>. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of any of the Interconnection Agreements, this Amendment shall govern; *provided, however*, that the fact that a term or provision appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 3. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4. <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5. <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
- 6. <u>Scope of Amendment</u>. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in <u>Section 1</u> of this Amendment, and, except to the extent set forth in <u>Section 1</u> of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
- 7. <u>Termination</u>. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives under seal.

THE AT&T PARTIES	THE VERIZON PARTIES
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER ACC INTERCONNECTION AGREEMENTS Massachusetts** INTERCONNECTION **Verizon New Effective** Amendment 3 AGREEMENT UNDER England Inc., 6/25/97 d/b/a Verizon **SECTIONS 251 AND 252** OF THE Massachusetts, **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of June 25, **Telegraph** 1997 Company, by and between d/b/a Bell Atlantic - Massachusetts **NEW ENGLAND TELEPHONE AND ACC National TELEGRAPH COMPANY** and Telecom Corp. ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS **ACC INTERCONNECTION AGREEMENTS New York** INTERCONNECTION Verizon New York **Effective Amendment 4** AGREEMENT UNDER 6/24/02 Inc. SECTIONS 251 AND 252 **ACC National** OF THE **TELECOMMUNICATIONS** Telecom Corp. **ACT OF 1996** Dated as of June 24, 2002 by and between **VERIZON NEW YORK** INC. and **ACC NATIONAL** TELECOM CORP.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER ACC INTERCONNECTION AGREEMENTS** Amendment 3 Washington, DC INTERCONNECTION **Effective** Verizon AGREEMENT UNDER Washington, DC 6/8/98 **SECTIONS 251 AND 252** Inc., f/k/a Bell Atlantic -OF THE **TELECOMMUNICATIONS** Washington, D.C., **ACT OF 1996** Inc. Dated as of June 8, 1998 by and between **ACC National BELL ATLANTIC -**Telecom Corp. WASHINGTON, D.C., INC. and **ACC NATIONAL TELECOM CORP.** AT&T INTERCONNECTION AGREEMENTS California INTERCONNECTION, Verizon California **Effective** Amendment 8 1/23/97 RESALE Inc., AND UNBUNDLING f/k/a GTE AGREEMENT California Incorporated between **GTE CALIFORNIA** INCORPORATED, AT&T **Communications CONTEL OF** CALIFORNIA, INC. of California, Inc. and AT&T **COMMUNICATIONS OF** CALIFORNIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS **Assigned Agreement: Verizon New York** Amendment 3 Connecticut Effective 6/10/98 Inc., (ACC assigned its INTERCONNECTION d/b/a Verizon New Connecticut AGREEMENT UNDER York, f/k/a New York agreement to SECTIONS 251 AND 252 AT&T) OF THE Telephone **TELECOMMUNICATIONS** Company, **ACT OF 1996** d/b/a Bell Atlantic - New York Dated as of June 10, 1998 by and between **ACC Long NEW YORK TELEPHONE** Distance of Connecticut Corp. & TELEGRAPH COMPANY d/b/a (AT&T **BELL ATLANTIC -NEW** Communications of New England, YORK and Inc., assignee) ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT AT&T INTERCONNECTION AGREEMENTS **Effective** Amendment 4 Delaware **AGREEMENT Verizon Delaware** between Inc., 9/30/97 Bell Atlantic -- Delaware, f/k/a Bell Atlantic Inc. - Delaware, Inc. and AT&T Communications AT&T of Delaware, Inc. **Communications Effective Date:** of Delaware, Inc. **September 30, 1997**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** AT&T INTERCONNECTION AGREEMENTS Florida INTERCONNECTION, Verizon Florida **Effective** Amendment 5 **RESALE** 8/1/97 Inc., AND UNBUNDLING f/k/a GTE Florida **AGREEMENT** Incorporated between AT&T AT&T COMMUNICATIONS OF **Communications** THE SOUTHERN of the Southern STATES, INC. States, Inc. and GTE FLORIDA INC. AT&T INTERCONNECTION AGREEMENTS Idaho **Verizon Northwest** Adoption Amendment 2 Adopted Agreement: **Effective** Inc., 7/10/01 (AT&T adopted Interconnection, Resale f/k/a GTE the terms of the and Unbundling Northwest Pathnet Agreement Incorporated agreement) Between **GTE Northwest** Pathnet, Inc. **INCORPORATED** (AT&T **Communications** and PATHNET, INC. of the Mountain States, Inc., adoptee) AT&T INTERCONNECTION AGREEMENTS Illinois INTERCONNECTION, Verizon North Inc., **Effective** Amendment 4 6/28/99 **RESALE** f/k/a GTE North AND UNBUNDLING Incorporated, **Verizon South AGREEMENT** among Inc.. f/k/a GTE South **GTE NORTH INCORPORATED, GTE** Incorporated SOUTH INCORPORATED, d/b/a AT&T **GTE SYSTEMS OF** Communications **ILLINOIS** of Illinois, Inc. and AT&T COMMUNICATIONS OF ILLINOIS, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** AT&T INTERCONNECTION AGREEMENTS Amendment 2 Indiana INTERCONNECTION, Verizon North Inc., Effective f/k/a GTE North 11/24/99 RESALE AND UNBUNDLING Incorporated **AGREEMENT** Contel of the South, Inc., between **GTE NORTH** d/b/a Verizon INCORPORATED AND **North Systems CONTEL OF THE** SOUTH, INC., d/b/a GTE AT&T SYSTEMS OF INDIANA, Communications of Indiana, Inc. INC. and AT&T **COMMUNICATIONS OF** INDIANA, INC. AT&T INTERCONNECTION AGREEMENTS **Effective** Amendment 3 Maine Assigned Agreement: Verizon New England Inc., 4/7/99 INTERCONNECTION (ACC assigned its d/b/a Verizon Maine agreement Maine, AGREEMENT UNDER to AT&T) f/k/a New England SECTIONS 251 AND 252 Telephone and OF THE **TELECOMMUNICATIONS Telegraph ACT OF 1996** Company, Dated as of April 7, 1999 d/b/a Bell Atlantic by and between - Maine **NEW ENGLAND TELEPHONE & ACC National TELEGRAPH COMPANY** Telecom Corp. d/b/a (AT&T **BELL ATLANTIC - MAINE** Communications of New England, and **ACC NATIONAL** Inc., assignee) TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS Maryland **AGREEMENT** Verizon Maryland **Effective** Amendment 4 8/1/97 between Inc., Bell Atlantic -- Maryland, f/k/a Bell Atlantic Inc. - Maryland, Inc. and **AT&T Communications** AT&T

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER of Maryland, Inc. Communications **Effective Date:** of Maryland, Inc. August 1, 1997 AT&T INTERCONNECTION AGREEMENTS Amendment 2 Massachusetts INTERCONNECTION **Verizon New Effective AGREEMENT** England Inc., 4/13/98 d/b/a Verizon Agreement between Massachusetts. **AT&T Communications** f/k/a New England of New England, Inc. and Telephone and **New England Telephone** Telegraph and Telegraph Company, Company, d/b/a Bell Atlantic d/b/a Bell Atlantic Massachusetts - Massachusetts AT&T Communications of New England, Inc. AT&T INTERCONNECTION AGREEMENTS Michigan **Effective Amendment 4** INTERCONNECTION, Verizon North Inc., **RESALE** f/k/a GTE North 8/3/99 AND UNBUNDLING Incorporated AGREEMENT Contel of the South, Inc., between d/b/a Verizon GTE NORTH **INCORPORATED AND North Systems CONTEL OF THE** SOUTH, INC., d/b/a GTE AT&T SYSTEMS OF MICHIGAN **Communications** of Michigan, Inc. and AT&T **COMMUNCIATIONS OF** MICHIGAN, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS **New Hampshire Assigned Agreement: Verizon New** Amendment 3 Effective England, Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon New **New Hampshire** Hampshire, AGREEMENT UNDER agreement to SECTIONS 251 AND 252 f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS Telegraph ACT OF 1996** Company, d/b/a Bell Atlantic Dated as of June 10, 1998 - New Hampshire by and between **NEW ENGLAND ACC National TELEPHONE &** Telecom Corp. **TELEGRAPH COMPANY** (AT&T **Communications** d/b/a **BELL ATLANTIC - NEW** of New England, HAMPSHIRE Inc., assignee) and ACC NATIONAL **TELECOM CORP.** AT&T INTERCONNECTION AGREEMENTS Effective Amendment 4 **New Jersey AGREEMENT** Verizon New between Jersey Inc., 9/15/97 (AT&T **Bell Atlantic -- New** f/k/a Bell Atlantic Communications - New Jersey, Inc. Jersey, Inc. of New Jersey, and Inc., assigned its **AT&T Communications** AT&T agreement to of New Jersey, Inc. Communications **Effective Date:** of New Jersey, AT&T **Communications September 15, 1997** Inc. (AT&T Communications of New Jersey, of New Jersey, L.P.) L.P., assignee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** AT&T INTERCONNECTION AGREEMENTS Verizon New York **New York** INTERCONNECTION Effective Amendment 4 AGREEMENT UNDER Inc. 6/24/02 SECTIONS 251 AND 252 AT&T OF THE **TELECOMMUNICATIONS Communications ACT OF 1996** of New York, Inc. Dated as of June 24. 2002 by and between **VERIZON NEW YORK** INC. and AT&T **COMMUNICATIONS OF NEW YORK, INC.** AT&T INTERCONNECTION AGREEMENTS **North Carolina** INTERCONNECTION. **Verizon South Effective** Amendment 2 Inc., RESALE 2/9/99 AND UNBUNDLING f/k/a GTE South Incorporated AGREEMENT between AT&T AT&T Communications COMMUNICATIONS OF THE SOUTHERN of the Southern STATES, INC. States, Inc. and **GTE SOUTH INCORPORATED** AT&T INTERCONNECTION AGREEMENTS Ohio INTERCONNECTION. Verizon North Inc... **Effective Amendment 4** f/k/a GTE North 12/30/98 **RESALE** AND UNBUNDLING Incorporated **AGREEMENT** AT&T between **Communications GTE NORTH INCORPORATED** of Ohio, Inc. and AT&T COMMUNICATIONS OF OHIO, INC. AT&T INTERCONNECTION AGREEMENTS

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

interconne	Interconnection Agreements Between The Parties as of September 1, 2005			
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
Oregon	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc.	Effective 1/27/99	Amendment 3
Bonneylyonia				Amondment 2
Pennsylvania (former Bell Atlantic) (AT&T adopted the terms of the TCG agreement)	Adopted Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH	Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. TCG – Pittsburgh (AT&T Communications of Pennsylvania, Inc., adoptee)	Adoption Effective 4/29/02	Amendment 2
	,	I IECTION AGREEMEN	L TS	
Pennsylvania (former GTE)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and	Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Pennsylvania,	Effective 10/12/99	Amendment 4
	AT&T COMMUNICATIONS OF PENNSYLVANIA, INC.	Inc.		

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT NUMBER** AT&T INTERCONNECTION AGREEMENTS Rhode Island **Verizon New Effective** Amendment 3 **Assigned Agreement:** England, Inc. 4/7/99 INTERCONNECTION d/b/a Verizon (ACC assigned its Rhode Island AGREEMENT UNDER Rhode Island, agreement to SECTIONS 251 AND 252 f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS Telegraph ACT OF 1996** Company, d/b/a Bell Atlantic Dated as of April 7, 1999 by and between - Rhode Island **NEW ENGLAND** TELEPHONE AND **ACC National TELEGRAPH COMPANY** Telecom Corp. d/b/a (AT&T **BELL ATLANTIC -Communications** RHODE ISLAND of New England, and Inc., assignee) **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS INTERCONNECTION, **South Carolina** Verizon South **Effective** Amendment 2 7/14/00 RESALE Inc.. f/k/a GTE South AND UNBUNDLING AGREEMENT Incorporated between AT&T AT&T **COMMUNICATIONS OF** Communications THE SOUTHERN of the Southern States, Inc. STATES, INC. and **GTE SOUTH INCORPORATED** AT&T INTERCONNECTION AGREEMENTS **Texas** INTERCONNECTION, **GTE Southwest Effective** Amendment 3 RESALE Incorporated, 6/6/97 AND UNBUNDLING d/b/a Verizon **AGREEMENT** Southwest between **GTE SOUTHWEST** AT&T **INCORPORATED AND** Communications CONTEL OF TEXAS, INC. of Texas, L.P.,

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER f/k/a AT&T and AT&T Communications **COMMUNICATIONS OF** of the Southwest, THE SOUTHWEST, INC. Inc. AT&T INTERCONNECTION AGREEMENTS Assigned Agreement: **Verizon New Effective** Amendment 3 Vermont England Inc... 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon Vermont Vermont. AGREEMENT UNDER agreement to SECTIONS 251 AND 252 f/k/a New England AT&T) OF THE Telephone and **TELECOMMUNICATIONS Telegraph ACT OF 1996** Company, d/b/a Bell Atlantic Dated as of June 10, Vermont 1998 by and between **BELL ATLANTIC -ACC National VERMONT** Telecom Corp. and (AT&T ACC NATIONAL Communications TELECOM CORP. of New England, Inc., assignee) AT&T INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia **Effective** Amendment 3 (former Bell AGREEMENT UNDER 10/8/02 Inc. Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE - Virginia, Inc. **TELECOMMUNICATIONS ACT OF 1996** AT&T Dated as of October 8, **Communications** 2002 of Virginia, Inc. by and between VERIZON VIRGINIA INC. and AT&T **COMMUNICATIONS OF** VIRGINIA, INC. AT&T INTERCONNECTION AGREEMENTS Virginia Verizon South INTERCONNECTION. **Effective** Amendment 2 (former GTE) RESALE Inc., 5/28/99 AND UNBUNDLING f/k/a GTE South

Incorporated

AGREEMENT

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

interconnection Agreements between the Parties as of September 1, 2005				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	between GTE SOUTH INCORPORATED and AT&T COMMUNICATIONS OF VIRGINIA, INC.	AT&T Communications of Virginia, Inc.		
	AT&T INTERCONN	IECTION AGREEMEN	TS	
Washington	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.	Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc.	Effective 9/25/97	Amendment 3
	AT&T INTERCONNECTION AGREEMENTS			
Washington, DC	AGREEMENT between Bell Atlantic Washington, DC, Inc. and AT&T Communications of Washington, DC, Inc. Effective Date: August 25, 1997	Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. AT&T Communications of Washington, DC, Inc.	Effective 8/25/97	Amendment 4

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** AT&T INTERCONNECTION AGREEMENTS **West Virginia** Adopted Agreement: **Verizon West** Amendment 3 Adoption Virginia Inc., **Effective** MCImetro/Bell Atlantic f/k/a Bell Atlantic 2/10/99 (AT&T adopted the terms of the - West Virginia, INTERCONNECTION **MCImetro** AGREEMENT 1997 Inc. agreement) MCImetro/Bell Atlantic **MCImetro Access** Interconnection **Transmission** Agreement between Services, Inc. **MCImetro Access** (AT&T **Transmission Services, Communications** of West Virginia, Inc. ("MCIm") and Bell Atlantic-West Virginia, Inc., adoptee) Inc. AT&T INTERCONNECTION AGREEMENTS Wisconsin INTERCONNECTION. Verizon North Inc... **Effective** Amendment 2 2/5/99 RESALE f/k/a GTE North AND UNBUNDLING Incorporated **AGREEMENT** AT&T between Communications AT&T **COMMUNICATIONS OF** of Wisconsin, Inc. WISCONSIN, INC. and **GTE NORTH INCORPORATED** TCG INTERCONNECTION AGREEMENTS California Verizon California Adoption Amendment 6 Adopted Agreement: Inc., **Effective** (TCG Los INTERCONNECTION. f/k/a GTE 6/10/98 Angeles adopted **RESALE AND** California the terms of the UNBUNDLING Incorporated **MCImetro AGREEMENT** agreement) **MCImetro Access** BETWEEN **Transmission GTE CALIFORNIA INCORPORATED** Services, Inc. **AND** (Teleport **MCImetro ACCESS** Communications TRANSMISSION Group, Inc. Los SERVICES, INC. Angeles, adoptee) TCG INTERCONNECTION AGREEMENTS

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
California	Adopted Agreement:	Verizon California	Adoption	Amendment 6
(TCG San Diego adopted the terms of the MCImetro agreement)	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT BETWEEN GTE CALIFORNIA	Inc., f/k/a GTE California Incorporated MCImetro Access Transmission	Effective 6/10/98	
	INCORPORATED	Services, Inc.		
	AND	(Teleport		
	MCImetro ACCESS	Communications		
	TRANSMISSION	Group Inc., San		
	SERVICES, INC.	Diego, adoptee)		
	TCG INTERCONN	ECTION AGREEMEN	TS	
California	Adopted Agreement:	Verizon California	Adoption	Amendment 6
Jamornia	Adopted Agreement.	Inc.,	Effective	Amendment
(TCG San	INTERCONNECTION,	f/k/a GTE	6/10/98	
Francisco	RESALE AND	California		
adopted the	UNBUNDLING	Incorporated		
terms of the	AGREEMENT			
MCImetro	BETWEEN	MCImetro Access		
agreement)	GTE CALIFORNIA	Transmission		
	INCORPORATED	Services, Inc.		
	AND	(Teleport		
	MCImetro ACCESS	Communications		
	TRANSMISSION	Group, Inc. San		
	SERVICES, INC.	Francisco,		
		adoptee) ECTION AGREEMEN	L TS	
Delaware	INTERCONNECTION	Verizon Delaware	Effective	Amendment 8
Dolawaic	AGREEMENT UNDER	Inc.,	9/13/96	Amendment 0
	SECTIONS 251 AND 252	f/k/a Bell Atlantic	0,10,00	
	OF THE	– Delaware, Inc.		
	TELECOMMUNICATIONS	,		
	ACT OF 1996	TCG Delaware		
	Dated as of September	Valley, Inc.,		
	13, 1996	f/k/a Eastern		
	by and between	TeleLogic		
	BELL ATLANTIC- DELAWARE, INC.	Corporation		
	and			

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER **EASTERN TELELOGIC** CORPORATION TCG INTERCONNECTION AGREEMENTS Verizon Florida Adoption Florida Adopted Agreement: **Amendment 4 Effective** Inc., (TCG adopted the INTERCONNECTION, f/k/a GTE Florida 3/6/98 terms of the Incorporated RESALE AT&T agreement) AND UNBUNDLING AT&T **AGREEMENT Communications** between AT&T of the Southern **COMMUNICATIONS OF** States, Inc. (TCG THE SOUTHERN South Florida, STATES, INC. adoptee) and GTE FLORIDA INC. TCG INTERCONNECTION AGREEMENTS Illinois Adoption Amendment 2 Adopted Agreement: Verizon North Inc., f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, Incorporated, 6/2/04 terms of the **Verizon South** RESALE AT&T agreement) AND UNBUNDLING Inc.. **AGREEMENT** f/k/a GTE South among Incorporated **GTE NORTH INCORPORATED, GTE** AT&T SOUTH Communications INCORPORATED, d/b/a of Illinois, Inc. (TCG Chicago and **GTE SYSTEMS OF** TCG Illinois, **ILLINOIS** adoptee) and AT&T **COMMUNICATIONS OF** ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Indiana Verizon North Inc., Adoption Amendment 2 **Adopted Agreement:** f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, Incorporated 5/21/03 terms of the RESALE Contel of the AT&T agreement) AND UNBUNDLING South, Inc., **AGREEMENT** d/b/a Verizon

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

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STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	between GTE NORTH INCORPORATED AND CONTEL OF THE SOUTH, INC., d/b/a GTE SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC.	North Systems AT&T Communications of Indiana, Inc. (TCG Indianapolis, adoptee)		
TCG INTERCONNECTION AGREEMENTS				
Maryland	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND	Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc. TCG – Maryland	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS INTERCONNECTION **Verizon New** Massachusetts Effective Amendment 4 AGREEMENT UNDER England Inc., 10/29/97 d/b/a Verizon SECTIONS 251 AND 252 OF THE Massachusetts, **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of October 29. Telegraph 1997 Company, d/b/a Bell Atlantic by and between **BELL ATLANTIC-**- Massachusetts **MASSACHUSETTS** and Teleport **TELEPORT** Communications-COMMUNICATIONS Boston, Inc., BOSTON f/k/a Teleport Communications **Boston** TCG INTERCONNECTION AGREEMENTS Michigan **Adopted Agreement:** Verizon North Inc., **Adoption** Amendment 4 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. 11/24/99 Incorporated terms of the RESALE AT&T agreement) AND UNBUNDLING AT&T AGREEMENT **Communications** between of Michigan, Inc. **GTE NORTH** (Teleport **INCORPORATED AND** Communications **CONTEL OF THE Group Inc./TCG** Detroit, adoptee) SOUTH, INC., d/b/a GTE SYSTEMS OF MICHIGAN and AT&T COMMUNCIATIONS OF MICHIGAN, INC. TCG INTERCONNECTION AGREEMENTS **New Hampshire** Adoption of Assigned Verizon New Adoption Amendment 3 England Inc., Agreement: **Effective** 6/18/02 (TCG adopted the d/b/a Verizon New terms of the INTERCONNECTION Hampshire. f/k/a New England AT&T agreement, AGREEMENT UNDER originally SECTIONS 251 AND 252 Telephone and

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
assigned to AT&T by ACC)	OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP.	Telegraph Company, d/b/a Bell Atlantic - New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee, TCG New Hampshire, Inc., adoptee)		
TCG INTERCONNECTION AGREEMENTS				
New Jersey Eastern TeleLogic	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of September 13, 1996 by and between BELL ATLANTIC-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION	Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation	Effective 9/13/96	Amendment 5
New Jersey TC Systems, Inc.	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - NEW JERSEY, INC.	Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc. Teleport Communications New York, f/k/a TC Systems, Inc.	Effective 2/3/97	Amendment 5

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER and TC SYSTEMS, INC. TCG INTERCONNECTION AGREEMENTS New York Verizon New York Amendment 4 INTERCONNECTION **Effective** Inc., AGREEMENT UNDER 6/24/02 SECTIONS 251 AND 252 f/k/a New York OF THE Telephone **TELECOMMUNICATIONS** Company **ACT OF 1996** Dated as of June 24, Teleport 2002 **Communications** by and between Group Inc. **VERIZON NEW YORK** INC. and **TELEPORT** COMMUNICATIONS **GROUP INC.** TCG INTERCONNECTION AGREEMENTS **North Carolina Adopted Agreement:** Verizon South Adoption Amendment 2 **Effective** Inc., (TCG adopted the f/k/a GTE South 12/8/00 INTERCONNECTION, terms of the RESALE Incorporated AT&T agreement) AND UNBUNDLING **AGREEMENT** AT&T Communications between AT&T of the Southern **COMMUNICATIONS OF** States, Inc. (TCG THE SOUTHERN of the Carolinas, STATES, INC. Inc., adoptee) and **GTE SOUTH INCORPORATED**

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** TCG INTERCONNECTION AGREEMENTS Ohio **Adopted Agreement:** Adoption Amendment 2 Verizon North Inc., f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, Incorporated 6/2/04 terms of the **RESALE** AT&T agreement) AND UNBUNDLING AT&T Communications **AGREEMENT** between of Ohio, Inc. (TCG **GTE NORTH** Ohio, Inc., adoptee) INCORPORATED and AT&T **COMMUNICATIONS OF** OHIO, INC. TCG INTERCONNECTION AGREEMENTS Oregon **Adopted Agreement: Verizon Northwest** Adoption **Amendment 3 Effective** Inc.. (TCG adopted the 4/23/99 INTERCONNECTION, f/k/a GTE terms of the RESALE Northwest AT&T agreement) AND UNBUNDLING Incorporated **AGREEMENT** between AT&T Communications **GTE NORTHWEST INCORPORATED** of the Pacific Northwest, Inc. and (TCG Oregon, AT&T **COMMUNICATIONS OF** adoptee) THE PACIFIC NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Verizon Pennsylvania INTERCONNECTION Effective Amendment 3 (former Bell AGREEMENT UNDER Pennsylvania Inc., 2/3/97 Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic - Pennsylvania, OF THE **TCG Pittsburgh TELECOMMUNICATIONS** Inc. **ACT OF 1996** Dated as of February 3, **TCG Pittsburgh** 1997 by and between **BELL ATLANTIC -**PENNSYLVANIA, INC. and TCG - PITTSBURGH Pennsylvania INTERCONNECTION Verizon **Effective** Amendment 4 (former Bell Pennsylvania Inc., 9/13/96 AGREEMENT UNDER Atlantic) f/k/a Bell Atlantic SECTIONS 251 AND 252 OF THE - Pennsylvania, Eastern **TELECOMMUNICATIONS** Inc. TeleLogic **ACT OF 1996** Dated as of September TCG Delaware 13, 1996 Valley, Inc., f/k/a Eastern by and between **BELL ATLANTIC-**TeleLogic PENNSYLVANIA, INC. Corporation and **EASTERN TELELOGIC** CORPORATION

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Pennsylvania **Adopted Agreement:** Verizon North Inc., Adoption Amendment 4 (former GTE) f/k/a GTE North **Effective** INTERCONNECTION, 1/26/00 Incorporated (TCG adopted the RESALE terms of the AND UNBUNDLING AT&T AT&T agreement) **AGREEMENT** Communications between of Pennsylvania, GTE NORTH, INC. Inc. (Teleport **Communications** and AT&T **Group Inc./TCG COMMUNICATIONS OF** Pittsburgh and PENNSYLVANIA, INC. **TCG Delaware** Valley, Inc., adoptees) TCG INTERCONNECTION AGREEMENTS Effective Rhode Island INTERCONNECTION **Verizon New Amendment 4** AGREEMENT UNDER England Inc., 4/21/99 SECTIONS 251 AND 252 d/b/a Verizon OF THE Rhode Island. **TELECOMMUNICATIONS** f/k/a New England Telephone and **ACT OF 1996** Dated as of April 21, Telegraph 1999 Company, by and between d/b/a Bell Atlantic **BELL ATLANTIC-RHODE** - Rhode Island **ISLAND** and **TCG Rhode Island** TCG RHODE ISLAND

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Amendment 3 **Texas Adopted Agreement: GTE Southwest** Adoption Incorporated, **Effective** (TCG adopted the INTERCONNECTION, d/b/a Verizon 2/20/98 terms of the Southwest RESALE AT&T agreement) AND UNBUNDLING AT&T **AGREEMENT** between **Communications GTE SOUTHWEST** of the Southwest, INCORPORATED AND Inc. (TCG Dallas **CONTEL OF TEXAS, INC.** and Teleport **Communications** and AT&T Houston, Inc., **COMMUNICATIONS OF** adoptee) THE SOUTHWEST, INC. TCG INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia **Effective Amendment 3** (former Bell 10/8/02 AGREEMENT UNDER Inc. Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic - Virginia, Inc. OF THE **TELECOMMUNICATIONS ACT OF 1996** TCG Virginia, Inc. Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Virginia Adopted Agreement: **Verizon South** Amendment 2 Adoption (former GTE) **Effective** Inc., Interim Virginia Cof/k/a GTE South 7/22/97 **Carrier Agreement** (TCG adopted the Incorporated terms of the MCI between MFS Intelenet of Worldcom Virginia, Inc. and GTE MCI WORLDCOM agreement) South Incorporated Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee) TCG INTERCONNECTION AGREEMENTS Washington Adopted Agreement: **Verizon Northwest** Adoption Amendment 2 **Effective** Inc., (TCG adopted the INTERCONNECTION, f/k/a GTE 4/21/99 terms of the RESALE Northwest AT&T agreement) AND UNBUNDLING Incorporated **AGREEMENT** AT&T between **GTE NORTHWEST Communications INCORPORATED** of the Pacific and Northwest, Inc. AT&T (TCG Seattle, **COMMUNICATIONS OF** adoptee) THE PACIFIC NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS PARTIES DATE **AMENDMENT NUMBER** TCG INTERCONNECTION AGREEMENTS Washington, DC INTERCONNECTION **Effective** Amendment 5 Verizon AGREEMENT UNDER Washington, DC 2/3/97 SECTIONS 251 AND 252 Inc., f/k/a Bell Atlantic OF THE **TELECOMMUNICATIONS** - Washington, **ACT OF 1996** D.C., Inc. Dated as of February 3 1997 Teleport **Communications** by and between **BELL ATLANTIC -** Washington, WASHINGTON, D.C., D.C., Inc. INC. and **TELEPORT COMMUNICATIONS -**WASHINGTON, D.C., INC. TCG INTERCONNECTION AGREEMENTS Verizon West West Virginia **Adopted Agreement:** Adoption **Amendment 3 Effective** Virginia Inc., (TCG adopted the MCImetro/Bell Atlantic f/k/a Bell Atlantic 6/15/02 terms of the - West Virginia, INTERCONNECTION **MCImetro AGREEMENT 1997** Inc. agreement) Agreement between **MCImetro Access MCImetro Access Transmission Transmission Services,** Services, LLC, Inc. and Bell Atlanticf/k/a MCImetro West Virginia, Inc. Access **Transmission** Services, Inc. (TCG Virginia, Inc., adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF **EXACT TITLE OF ICA** STATE IS PARTIES DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Wisconsin **Adopted Agreement: Verizon North Inc.,** Adoption Amendment 2 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, Incorporated 11/24/03 terms of the **RESALE** AT&T agreement) AND UNBUNDLING AT&T Communications **AGREEMENT** between of Wisconsin. Inc. AT&T (TCG Milwaukee, **COMMUNICATIONS OF** Inc., adoptee) WISCONSIN, INC. and **GTE NORTH INCORPORATED**

Attachment 2 to Amendment to Interconnection Agreements

Terms and Conditions

- A. From the Effective Date through May 31, 2008, Verizon shall bill, and AT&T shall pay, the monthly recurring DS0 loop charges set forth in Appendix A to this Attachment 2, which charges shall replace the monthly recurring DS0 loop charges previously set forth in the Agreement for the same loop types in the same service territories. Appendix A to this Attachment 2 may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Amendment shall be deemed to require Verizon to provide such a service, facility, arrangement or the like that the Agreement does not otherwise require Verizon to provide, or to provide such a service, facility, arrangement or the like upon terms or conditions other than those that may be required by the Agreement.
- B. From the Effective Date through May 31, 2008, the discount rates applicable to the services that Verizon is required to make available to AT&T for resale pursuant to the Interconnection Agreements or Applicable Law shall be those discount rates set forth in Appendix B to this Attachment 2, notwithstanding any other resale discount rates that may go into effect in a particular state, whether by virtue of a change of law or pursuant to a tariff filed by Verizon. For the avoidance of doubt, this Amendment does not affect which services Verizon is obligated to provide to AT&T for resale under the Interconnection Agreements or Applicable Law, but only the discount rate at which Verizon makes any such resale service available under Section 251(c)(4) of the Act.
- C. Notwithstanding any other provision of the Interconnection Agreements, this Amendment, any applicable tariff or SGAT, or otherwise, the terms contained herein shall govern the relationship of the Parties with respect to the subject matter set forth herein, through May 31, 2008, and thereafter as well until such time as such terms are superseded by a subsequent Interconnection Agreement or Interconnection Agreement amendment effective after May 31, 2008. In case of the expiration or termination of an Interconnection Agreement prior to May 31, 2008, the terms contained herein shall nevertheless continue to remain in effect through May 31, 2008 and thereafter until such time as such terms are superseded by a subsequent Interconnection Agreement effective after May 31, 2008.

Attachment 2 To Amendment to Interconnection Agreements

Appendix A – Monthly Recurring DS0 Loop Charges

Unbundled Loops – Arizona

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$30.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$30.00/Month

Unbundled Loops – California

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$11.00/Month 2 - \$21.87/Month
2 Wire Digital Loop	<u>Density Cell</u> : 1 - \$11.00/Month 2 - \$21.87/Month

Unbundled Loops – Connecticut

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1B - \$11.31/Month
ICDM DDI I con	Danaitra Calla
ISDN BRI Loop	Density Cell: 1B - \$16.70/Month
	1B - \$10.70/WORUI
	Density Cell:
Customer Specified Signaling - 2-Wire Ground	1B - \$14.21/Month
Start	
	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire Reverse	1B - \$10.04/Month
Battery	
	1B - \$27.47/Month
Customer Specified Signaling - 2-Wire EBS	

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1B - \$11.31/Month

Unbundled Loops – District of Columbia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
ISDN BRI Loop	Density Cell:
	1 - \$17.52/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$17.52/Month

Unbundled Loops – Delaware

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$13.13/Month
	3 - \$16.67/Month
ISDN BRI Loop	Density Cell:
	1 - \$11.68/Month
	2 - \$14.70/Month
	3 - \$18.21/Month
Customer Specified Signaling - 2-Wire	Density Cell:
	1 - \$11.00/Month
	2 - \$13.13/Month
	3 - \$16.67/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.68/Month
	2 - \$14.70/Month
	3 - \$18.21/Month

Unbundled Loops – Florida

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$12.00/Month
	2 - \$16.18/Month
	3 - \$27.54/Month
2 Wire Digital Loop	Density Cell:
	1 - \$12.00/Month
	2 - \$16.18/Month
	3 - \$27.54/Month

Unbundled Loops – Idaho

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$45.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$45.00/Month

Unbundled Loops – Illinois

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$24.04/Month
2 Wire Digital Loop	Density Cell: 1 - \$24.04/Month

Unbundled Loops – Indiana

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.97/Month 2 - \$13.14/Month 3 - \$19.79/Month
2 Wire Digital Loop	Density Cell: All - \$14.63/Month

Unbundled Loops – Massachusetts

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 34 (09/01/05)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
ISDN BRI Loop	Density Cell: 1 - \$13.30/Month 2 - \$12.93/Month 3 - \$17.96/Month 4 - \$29.50/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.37/Month 3 - \$15.41/Month 4 - \$24.32/Month

Unbundled Loops – Maryland

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Rate Group
	A1 - \$11.00/Month
	A2 - \$11.00/Month
	B1 - \$21.92/Month
	B2 - \$14.45/Month
ISDN BRI Loop	Rate Group
	A1 - \$12.38/Month
	A2 - \$12.62/Month
	B1 - \$24.20/Month
	B2 - \$16.73/Month

Customer Specified Signaling - 2-Wire	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire ADSL/IDSL/SDSL Loop	Rate Group A1 - \$11.00/Month A2 - \$11.00/Month B1 - \$21.92/Month B2 - \$14.45/Month
2 Wire HDSL Loop	Rate Group A1 - \$26.62/Month A2 - \$27.27/Month B1 - \$50.22/Month B2 - \$35.35/Month

Unbundled Loops – Maine

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
ISDN BRI Loop	Density Cell: 1 - \$21.81/Month 2 - \$25.73/Month 3 - \$37.72/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.44/Month 2 - \$13.47/Month 3 - \$18.75/Month

Unbundled Loops – Michigan

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 36 (09/01/05)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$23.98/Month
2 Wire Digital Loop	Density Cell:
	1 - \$23.98/Month

Unbundled Loops – Nevada

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$27.41/Month
2 Wire Digital Loop	Density Cell: 1 - \$27.41/Month
2-Wire Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$12.45/Month
ISDN-BRI Loop	Density Cell 1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of	Density Cell:
Unbundling	1 - \$36.50/Month
ADSL High Capacity Loop	Density Cell: 1 - \$75.22/Month

Unbundled Loops – New Hampshire

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
ISDN BRI Loop	Density Cell: 1 - \$31.63/Month 2 - \$33.41/Month 3 - \$63.74/Month

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.97/Month 2 - \$16.04/Month 3 - \$25.00/Month

Unbundled Loops – New Jersey

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
ISDN BRI Loop	Density Cell: 1 - \$12.13/Month 2 - \$13.74/Month 3 - \$15.14/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$11.82/Month

Unbundled Loops – New York

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1A - \$11.00/Month
	1B - \$11.31/Month
	2 - \$15.51/Month

ISDN BRI Loop	Density Cell: 1A - \$11.93/Month 1B - \$16.70/Month 2 - \$22.70/Month
Customer Specified Signaling - 2-Wire Ground Start	Density Cell: 1A - \$11.00/Month 1B - \$14.21/Month 2 - \$18.42/Month
Customer Specified Signaling - 2-Wire Reverse Battery	1A - \$12.47/Month 1B - \$16.04/Month 2 - \$20.25/Month
Customer Specified Signaling - 2-Wire EBS	1A - \$23.98/Month 1B - \$27.47/Month 2 - \$31.72/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month

Unbundled Loops – North Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$19.68/Month
	2 - \$38.12/Month
	3 - \$49.31/Month
ISDN-BRI Loop	Density Cell:
	1 - \$42.92/Month
	2 - \$83.13/Month
	3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	Density Cell
	1 - \$54.02/Month
	2 - \$104.62/Month
	3 - \$135.31/Month

2 Wire HDSL Loop	Density Cell:
	1 - \$60.39/Month
	2 - \$116.97/Month
	3 - \$151.28/Month

Unbundled Loops – Ohio

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$15.73/Month
	Ψ101/0/10101
2 Wire Digital Loop	Density Cell:
	1 - \$15.73/Month

Unbundled Loops – Oregon

Official Coops Of Cyclin	
Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	<u>Density Cell</u> 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month
2 Wire Digital Loop	Density Cell: 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$12.39/Month
	4 - \$22.39/Month
ISDN BRI Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$13.90/Month
	4 - \$23.66/Month

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$13.54/Month 2 - \$16.26/Month 3 - \$19.36/Month 4 - \$28.11/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$12.39/Month 4 - \$22.39/Month

Unbundled Loops - Pennsylvania (Verizon North Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	3 - \$12.39/Month
	4 - \$22.39/Month
2 Wire Digital Loop	Density Cell:
-	3 - \$12.39/Month
	4 - \$22.39/Month

Unbundled Loops - Rhode Island

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month
ISDN BRI Loop	Density Cell: 1 - \$24.92/Month 2 - \$31.74/Month 3 - \$28.73/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.19/Month 2 - \$15.44/Month 3 - \$19.13/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.19/Month
	2 - \$15.44/Month
	3 - \$19.13/Month

Unbundled Loops – South Carolina

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$18.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$18.00/Month

Unbundled Loops – Texas

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$13.63/Month
	2 - \$35.45/Month
	3 - \$78.77/Month
2 Wire Digital Loop	Density Cell:
	1 - \$13.63/Month
	2 - \$35.45/Month
	3 - \$78.77/Month

Unbundled Loops – Virginia (Verizon Virginia Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$11.89/Month
	2 - \$15.26/Month
	3 - \$28.43/Month
ISDN BRI Loop	Density Cell:
	1 - \$14.15/Month
	2 - \$17.09/Month
	3 - \$30.42/Month

Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$16.76/Month 2 - \$19.69/Month 3 - \$32.98/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month

Unbundled Loops - Virginia (Verizon South Inc.)

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month
2 Wire Digital Loop	Density Cell: 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month

Unbundled Loops – Vermont

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month
ISDN BRI Loop	Density Cell: 1 - \$13.27/Month 2 - \$16.08/Month 3 - \$51.60/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month

2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell:
	1 - \$11.00/Month
	2 - \$11.00/Month
	3 - \$21.63/Month

Unbundled Loops – Washington

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
2 Wire Digital Loop	Density Cell:
	1 - \$14.96/Month
	2 - \$16.74/Month
	3 - \$20.11/Month
	4 - \$23.36/Month
	5 - \$49.85/Month
	*Digital loop rates not specifically
	enumerated in tariff, but equal
	Analog rates.

Unbundled Loops – Wisconsin

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell 1 - \$32.00/Month
2 Wire Digital Loop	Density Cell: 1 - \$32.00/Month

Unbundled Loops – West Virginia

Service or Element Description:	Recurring Charges:
2 Wire Analog (POTS) Loop	Density Cell
	1 - \$14.49/Month
	2 - \$22.04/Month
	3 - \$35.00/Month
	4 - \$43.44/Month

ISDN BRI Loop	Density Cell: 1 - \$16.66/Month 2 - \$24.20/Month 3 - \$37.16/Month 4 - \$45.60/Month
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month
2 Wire ADSL/HDSL/IDSL/SDSL Loop	Density Cell: 1 - \$14.49/Month 2 - \$22.04/Month 3 - \$35.00/Month 4 - \$43.44/Month

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

	With Operator & DA		Without Operator & DA	
State	Business	Residence	Business	Residence
Connecticut	19.10%	19.10%	21.70%	21.70%
Delaware	16.00%	16.00%	20.00%	20.00%
District of Col.	12.72%	12.72%	14.79%	14.79%
Maine	23.76%	19.80%	25.74%	23.03%
Maryland	19.87%*	19.87%*	19.87%	19.87%
Massachusetts	24.99%	24.99%	29.47%	29.47%
New Hampshire	18.78%	17.30%	20.25%	19.04%
New Jersey	17.04%	17.04%	20.03%	20.03%
New York	19.10%	19.10%	21.70%	21.70%
Pennsylvania – Verizon Pennsylvania Inc.	23.43% **	23.43% **	25.69%	25.69%
Rhode Island	14.26%	17.87%	16.38%	18.82%
Vermont	26.01%	18.20%	27.66%	20.43%
Virginia – Verizon Virginia Inc.	18.50%	18.50%	21.30%	21.30%
West Virginia	15.05%	15.05%	17.84%	17.84%

^{*} In MD, residential DA and verification services are available for resale at the retail rate; no discount applies

^{**} Includes the 5% PA Gross Receipts Tax

Attachment 2 to Amendment to Interconnection Agreements

Appendix B – Resale Discount Rates

State	Resale Avoided Cost Discount With VZ Operator & DA	Resale Avoided Cost Discount Without VZ Operator & DA
Arizona	14.50%	14.50%
California	12.00%	12.00%
Florida	13.04%	13.04%
Idaho	13.50%	13.50%
Illinois	17.50%	17.50%
Indiana	19.58%	22.30%
Michigan	15.80%	16.76%
North Carolina	19.97%	19.97%
Nevada	16.00%	16.00%
Ohio	12.16%	16.41%
Oregon	17.00%	17.00%
Pennsylvania – Verizon North Inc.	22.80%	22.80%
South Carolina	18.66%	18.66%
Texas	22.99%	22.99%
Virginia – Verizon South Inc.	20.60%	23.40%
Washington	10.10%*	10.10%*
Wisconsin	18.45%	18.45%

^{*} In WA, OS&DA services discounted at 0.6%